



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

June 13, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**FIVE-YEAR LEASE  
DEPARTMENT OF MENTAL HEALTH  
10515 BALBOA BOULEVARD, GRANADA HILLS  
(FIFTH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached five-year lease with Jamison Properties, Inc. (Lessor) for the occupancy of 4,403 rentable square feet of office space and 22 parking spaces for the Department of Mental Health (DMH) at 10515 Balboa Boulevard, Granada Hills, at an initial maximum annual rental cost of \$121,523. The rental and related costs are to be funded under the Mental Health Services Act (MHSA) and matching Medi-Cal funds.
2. Authorize the Internal Services Department (ISD) at the direction of the Chief Administrative Officer (CAO), to acquire telephone, data and low voltage systems at a cost not to exceed \$135,000.
3. Consider the attached Negative Declaration, together with the fact that no comments were received during the public review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County, approve the Negative Declaration and find that the project will have no adverse effect on wildlife resources and authorize the CAO to complete and file a Certificate of Fee Exemption for the project.
4. Authorize the CAO, DMH and ISD to implement the project. The lease will be effective upon approval by your Board, but the term and rent will commence upon completion of the improvements by the Lessor and acceptance by the County.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District



### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DMH recently secured funds under the State Proposition 63 - Mental Health Services Act. As a condition of funding, DMH is mandated to formulate a plan for the expeditious implementation of various mental health services across the County.

The lease proposed herein will provide DMH with a satellite facility for the Adult Systems of Care (ASOC)-Full Service Partnership program to augment the existing Mental Health facility at 10605 Balboa Boulevard, Granada Hills, located adjacent to the proposed facility. By allowing for the creation of the satellite office as proposed, DMH will be able to provide enhanced services in a more expeditious manner to its target population. The office will have some public intake by appointment and is in close proximity to public transportation routes. The proposed office will house 13 employees with parking adjacent to the facility.

The ASOC-Full Service Partnership programs are an outpatient direct service with an emphasis on supportive and recovery-based services that assist adult clients with a serious mental illness to live independently and become employed and live more enriching lives. These programs provide the most intense form of outpatient mental health service available to clients with mental illness who have extensive histories of homelessness, incarcerations and psychiatric hospitalizations. The proposed satellite location for ASOC supports the County's goal to enhance consumer-citizens' quality of life and improve overall community safety and well-being by encouraging appropriate community functioning as well as reducing disruptive and isolating incidents within the community.

As existing Mental Health facilities are currently operating at full capacity and new staff cannot be accommodated at existing locations without a serious compromise of mental health services, it has been determined that the CAO would obtain ancillary locations as close as possible to existing operations in order to facilitate the new MHSA-funded and mandated services.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we provide service excellence (Goal 1) and assist families' well-being (Goal 5). In this case, we are providing an innovative, supportive mental health program designed to enhance client recovery potentially reducing costly re-hospitalization while aiding clients to return to the work force as contributing members of the community.



### **FISCAL IMPACT/FINANCING**

The proposed lease will provide DMH the use of 4,403 rentable square feet of office space and 22 parking spaces at an initial monthly base rent of \$10,127 or \$121,523 annually.

<b>PROPOSED LEASE</b>	<b>10515 BALBOA BOULEVARD, GRANADA HILLS</b>
Area	4,403 rentable square feet
Term	Five years, commencing upon Board's approval and completion of the TIs.
Annual Base Rent	\$ 121,523 (\$27.60 sf/annually)
Cancellation	After three years with six months written notice and payment of the unamortized balance of verified TIs.
Parking (included in Rent)	22 parking spaces.

This is a full-service gross lease whereby the Lessor is responsible for all operating costs associated with the County's occupancy. The rent is subject to automatic four percent increases in lieu of any annual operating expense pass-through or Consumer Price Index adjustments. Parking is included in the rental rate and will be provided in the adjacent secured parking lot servicing the building.

The leases will be funded through the Mental Health Services Act and matching Medi-Cal funds. Sufficient funding for the base rent of the proposed lease is included in the proposed 2006-07 Rent Expense budget and will be billed back to the department. DMH has sufficient funds in its 2006-07 operating budget to cover the projected lease costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed lease will serve as office space for the ASOC operations of DMH. The proposed five-year lease will provide 4,403 rentable square feet of office space and 22 parking spaces located adjacent to the subject facility within the common parking structure for the building. The lease contains the following provisions:

- Five-year term commencing after completion of the improvements by the Lessor and acceptance by the County;
- A full-service gross basis with the Lessor responsible for all operational and maintenance costs;
- A turnkey facility will be provided at the Lessor's expense per the County's plans and specifications included in the negotiated rental rate for the premises;



- A cancellation provision allowing the County to cancel anytime after three years upon six months prior written notice and payment of the unamortized balance of TI costs;
- Furniture will be purchased directly by DMH via a County-approved vendor;
- One five-year option to extend the lease at the same terms and conditions with 180 days prior written notice.

The CAO Real Estate Division staff conducted a survey within the project area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this requirement. Based upon said survey, staff has established that the rental range for similar sized space is between \$22.20 and \$28.80 per square foot per year, full-service gross. Thus, the annual rental rate of \$27.60 full-service gross, with parking for the proposed lease represents a rate within the market range for the area. Attachment B shows County-owned or leased facilities in the proximity of the service area and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has completed a seismic inspection of the facility and found it suitable for the County's occupancy.

A child care center is not feasible for the department in the proposed leased premises.

#### **ENVIRONMENTAL DOCUMENTATION**

This CAO has made an initial study of environmental factors and has concluded that this project will have no significant impact on the environment and no adverse effect on wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the site as required by the California Environmental Quality Act (CEQA) and the California Administrative Code, Section 15072. Copies of the completed Initial Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration, as posted, are attached. No comments to the Negative Declaration were received. A fee must be paid to the State Department of Fish and Game when certain notices are filed with the Register-Recorder/County Clerk. The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will provide the necessary office space for this County requirement. In accordance with your Board's policy on the housing of any County offices or activities, DMH concurs in this lease recommendation.





The Honorable Board of Supervisors,  
June 13, 2006  
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**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return three originals of the executed lease agreement and the adopted, stamped Board letter, and two certified copies of the Minute Order to the CAO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:WLD  
CEM:NCH:hd

Attachments (3)

c: Department of Mental Health  
Auditor-Controller  
County Counsel



**DEPARTMENT OF MENTAL HEALTH**  
**10515 BALBOA BOULEVARD, GRANADA HILLS**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b>Occupancy</b>	Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>			X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> <b>Satellite office next to existing DMH facility.</b>		X	
C	Does this lease centralize business support functions? <sup>2</sup>			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>The program accommodates group and related therapy rooms per the ASOC operations.</b>		X	
<b>2.</b>	<b>Capital</b>			
A	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment B?	X		
G	Was build-to-suit or capital project considered? <b>Space requirement does not meet requirement to consider these type of projects.</b>		X	
<b>3.</b>	<b>Portfolio Management</b>			
A	Did department utilize CAO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?	X		
	<sup>1</sup> As approved by the Board of Supervisors 11/17/98			

<sup>2</sup>If not, why not?

**DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
**SPACE SEARCH - 10-MILE RADIUS OF 10605 BALBOA BOULEVARD, GRANADA HILLS**

LACO	FACILITY NAME	ADDRESS	SQ. FT.	GROSS NET	OWNERSHIP	SQ. FT. AVAILABLE
A076	BOARD OF SUP-5TH DISTRICT HELD OFFICE	21949 PLUMMER ST BUILDING 2, CHATSWORTH 91311	1200	1140	LEASED	NONE
A624	BOS-FIELD OFFICE DISTRICT 5	21943 PLUMMER ST, CHATSWORTH	2550	2423	LEASED	NONE
A503	DPSS-WEST VALLEY CALWORKS/GAIN REG II PROGRAM	21415 PLUMMER ST, CHATSWORTH 91311	97280	87552	LEASED	NONE
A504	DPSS-WEST VALLEY CALWORKS/IHSS PROGRAM OFFICE	21615 PLUMMER ST, CHATSWORTH 91311	67220	60498	LEASED	NONE
A362	DPSS-CANOGA PARK REGIONAL MEDI-CAL OFFICE	9035 CANOGA AVE, CANOGA PARK 91304	44835	32052	LEASED	NONE
X165	CHATSWORTH COURTHOUSE	9425 PENFIELD AVE, CHATSWORTH 91311	302435	165247	FINANCED	NONE
5858	DHS-PACOIMA PUBLIC HEALTH CENTER	13300 VAN NUYS BLVD, PACOIMA 91331	5404	3098	OWNED	NONE
A502	HEALTH SERVICES-FOOTHILL CENTER BLDG	12502 VAN NUYS BLVD, PACOIMA 91331	6664	5998	LEASED	NONE
6247	WHITEMAN AIRPORT-ADMIN BLDG 5	12653 OSBORNE ST, PACOIMA 91331	4657	3795	OWNED	NONE
F309	PW FLOOD-HANSEN YARD OFFICE	10179 GLENOAKS BLVD, SUN VALLEY 91352	2236	1901	OWNED	NONE
F311	PW FLOOD-HANSEN YARD OFFICE	10179 GLENOAKS BLVD, SUN VALLEY 91352	1612	1450	OWNED	NONE
5872	DHS-CANOGA PARK HEALTH CENTER (P/PP SITE)	7107 REHMET AVE, CANOGA PARK 91303	5308	3094	OWNED	NONE
A213	DHS-NORTH DISTRICT HEALTH FACILITIES OFFICE	15643 SHERMAN WAY, VAN NUYS 91406	3712	3600	LEASED	NONE
A316	SHERIFF-NORTH HILLS T.R.A.P. UNIT	8353 N SEPULVEDA BLVD, NORTH HILLS 91343	1500	1500	LEASED	NONE
D310	DPSS-EAST VALLEY WS DISTRICT OFFICE	14545 LANARK ST, PANORAMA CITY 91402	96360	39588	OWNED	NONE
0505	MID VALLEY-FORMER BOWLING ALLEY(NONHABITABLE)	7501 VAN NUYS BLVD, VAN NUYS 91405	28269	22615	OWNED	22615
6359	MID VALLEY-SAN FERNANDO VALLEY SERVICE CENTER	7555 VAN NUYS BLVD, VAN NUYS 91405	17698	10623	FINANCED	NONE
A383	DHS-SAN FERNANDO DISTRICT ENVIRONMENTAL HLTH	6851 LENNOX AVE, VAN NUYS 91405	7537	7160	LEASED	NONE
A494	PROBATION-VAN NUYS JUVENILE SERVICES ANNEX	7100 VAN NUYS BLVD, VAN NUYS 91405	1900	1710	LEASED	NONE
A494	PROBATION-VAN NUYS JUVENILE SERVICES ANNEX	7100 VAN NUYS BLVD, VAN NUYS 91405	2484	2360	LEASED	NONE
A491	PROBATION-VAN NUYS AREA JUVENILE SERVICES	14540 HAYNES ST, VAN NUYS 91411	13500	11475	LEASED	NONE
A565	APD - VAN NUYS OFFICE	14553 DELANO ST, VAN NUYS	2750	2612	LEASED	NONE
4705	PROBATION-EAST SAN FERNANDO VALLEY AREA OFFIC	14414 W DELANO ST, VAN NUYS 91401	15825	8362	OWNED	NONE
5273	VAN NUYS COUNTY ADMINISTRATIVE CENTER BLDG	14340 W SYLVAN ST, VAN NUYS 91401	9849	6992	OWNED	NONE
7278	VAN NUYS COURTHOUSE - EAST	6230 SYLMAR AVE, VAN NUYS 91401	180296	88650	OWNED	NONE
4400	VAN NUYS COURTHOUSE - WEST	14400 ERWIN ST, VAN NUYS 91402	320391	125801	FINANCED	NONE
Y472	VAN NUYS COURTHOUSE-BUILDING A	6280 SYLMAR AVE, VAN NUYS 91401	4740	3165	OWNED	NONE
Y473	VAN NUYS COURTHOUSE-BUILDING B	6280 SYLMAR AVE, VAN NUYS 91401	4740	3148	OWNED	NONE
Y474	VAN NUYS COURTHOUSE-BUILDING C	6280 SYLMAR AVE, VAN NUYS 91401	4740	3148	OWNED	NONE
Y476	VAN NUYS COURTHOUSE-BUILDING E	6280 SYLMAR AVE, VAN NUYS 91401	3373	1987	OWNED	NONE
T027	VAN NUYS COURTHOUSE-TRAILER C	6230 SYLMAR AVE, VAN NUYS 91401	3164	2824	OWNED	NONE
T026	VAN NUYS COURTHOUSE-TRAILER D	6230 SYLMAR AVE, VAN NUYS 91401	8116	7086	OWNED	NONE
Y442	VAN NUYS COURTHOUSE-TRAILER F	14400 W DELANO ST, VAN NUYS 91401	11037	6470	OWNED	NONE
A608	BOS/DPW ET AL-ONE STOP SHOP (VARIOUS DEPTS)	26600 AGOURA ROAD, CALABASAS 91302	10346	9829	LEASED	NONE
A145	CHILD SUPPORT SERVICES-DIVISION I HEADQUARTERS	15531 VENTURA BLVD, ENCINO 91436-3157	45775	30602	LEASED	NONE

**COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE  
LEASE AGREEMENT**

**DEPARTMENT: Mental Health  
LANDLORD: Jamison Properties, Inc.,  
Dba Doctors Medical Plaza**

**10515 Balboa Boulevard, Granada Hills, CA**

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COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE  
LEASE AGREEMENT

THIS LEASE is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ between Jamison Properties, Inc., dba Doctors Medical Plaza, a California corporation ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

- (a) Landlord's Address for Notice: Jamison Properties, Inc.  
dba Doctors Medical Plaza  
16530 Ventura Boulevard, Suite 403  
Encino, CA 91436
- (b) Tenant's Address for Notice: Board of Supervisors  
Kenneth Hahn Hall of Administration,  
Room 383  
500 West Temple Street  
Los Angeles, California 90012
- With a copy to:  
Chief Administrative Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate  
Fax Number: (213) 217-4971
- (c) Premises: Approximately 4,403 rentable square feet  
known as Suites 260 and 375 in the Building  
(defined below) as shown on Exhibit A  
attached hereto.
- (d) Building: The building located at 10515 Balboa  
Boulevard, Granada Hills, CA which is located  
upon the real property described more  
particularly in Exhibit B attached hereto (the  
"Property").
- (e) Term: Five years commencing after Tenant's  
Acceptance of the Premises as defined in  
Section 4(a) (the "Commencement Date"); and  
terminating at midnight on the day before the  
fifth anniversary of the Commencement Date  
(the "Termination Date"), subject to earlier  
termination by Tenant as provided herein. The

phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.

- (f) Projected Commencement Date: July 1, 2006
- (g) Commencement Date: Upon substantial completion and beneficial occupancy of the Premises as more specifically set forth in Section 4 hereof.
- (h) Irrevocable Offer Expiration Date: July 1, 2006
- (i) Basic Rent: Commencing at \$10,126.90 per month (which is based upon a rental rate of \$2.30 per rentable square foot and thereafter per the rent schedule in Section 6 hereof. (adjustable only as provided in Section 2(b) hereof)
- (j) Early Termination Date: At or after the last day of the thirty-sixth (36<sup>th</sup>) full calendar month of the Term.
- (k) Rentable Square Feet in the Premises: 4,403
- (l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.
- (m) Initial Departmental Use: Department of Mental Health
- (n) Parking Spaces: Five parking spaces for every 1,000 rentable square feet of the Premises, for a total of twenty-two (22) parking spaces for use in the parking structure located at the Property.
- (o) Normal Working Hours: 7:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
- (p) Asbestos Report: A report dated \_\_\_\_\_ prepared by \_\_\_\_\_, a licensed California Asbestos contractor.

1.2 Defined Terms Relating to Landlord's Work Letter N/A; INTENTIONALLY OMITTED.

1.3 Exhibits to Lease:

Exhibit A - Floor Plan of Premises and Scope of Tenant Improvement Work  
Exhibit B- Legal Description of Property  
Exhibit C - Commencement Date  
Memorandum and Confirmation of Lease Terms  
Exhibit D - HVAC Standards  
Exhibit E - Cleaning and Maintenance Schedule

1.4 Landlord's Work Letter:

N/A; INTENTIONALLY OMITTED.

1.5 Supplemental Lease

Documents: (delivered to Landlord and made a part hereof by this reference):

Document I: Subordination, Non-disturbance and Attornment Agreement  
Document II: Tenant Estoppel Certificate  
Document III: Community Business Enterprises Form  
Document IV: Memorandum of Lease  
Document V: Request for Notice

2. PREMISES

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

(b) Tenant shall have the right within 90 days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Basic Rent in Section 1 and Section 5 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Basic Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time

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for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

#### 4. COMMENCEMENT AND EXPIRATION DATES

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall be the date of Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, as more particularly described in Exhibit A attached hereto including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent; (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and (5) if Landlord is responsible for the installation of telecommunication systems, then such systems shall be completely operational.

(b) Termination Right. If the Commencement Date has not occurred within 60 days from the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Possession. Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period. In the event of such early occupancy, Tenant shall obtain insurance concerning such installation.

(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Date, as defined in Section 1, by giving Landlord not less than 180 days prior written notice executed by the Chief Administrative Officer. Tenant shall pay Landlord a termination fee in an amount equal to the unamortized portion of the verified Tenant Improvements (as described in the Exhibit A attached hereto) and brokerage commissions paid by the Landlord, in connection with this Lease to be paid within 30 days after such termination.

#### 5. OPTION TO EXTEND

(a) Terms of Option. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one option to renew this Lease for an additional period of five years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise its option to extend this Lease by giving Landlord written notice of its election to do so by Chief Administrative Office letter no later than 180 days prior to the end of the initial Term. The actual exercise of the option shall be only by the Board of Supervisors of the County of Los Angeles.

(c) Terms and Conditions of Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, including monthly Rent for the Extension Term which shall be the rate in effect during the last year of the original lease term increased by four percent (4%), and upon each anniversary date of the commencement of the Extension Term the rent then in effect will increase by four percent (4%) for the remainder of the Extension Term.

6. RENT. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month. Basic Rent for the Term of the Lease is as follows:

<u>Year</u>	<u>Rate/Square foot</u>	<u>Monthly</u>
1	\$2.30	\$10,126.90
2	\$2.39	\$10,531.98
3	\$2.49	\$10,953.26
4	\$2.59	\$11,391.39
5	\$2.69	\$11,847.04

7. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

8. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon 30 days written notice from Landlord or 30 days written notice from the Chief Administrative Officer of Tenant at the last monthly Basic Rent for the first (1<sup>st</sup>) 90 days of such holdover and One Hundred Twenty-Five Percent (125%) of the last monthly Basic Rent thereafter payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

9. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

#### 10. DAMAGE OR DESTRUCTION.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause, rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If

all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within 10 days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant except in the event the damage is attributable to the Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, then Tenant may terminate this Lease by giving written notice within 10 days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenantable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination..

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder or (b) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

## 11. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(b) Landlord Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed but not less often than after five (5) years of use); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years and (5) signage. Without limiting the foregoing, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation and (c) be in accordance with all laws.

(c) Tenant's Right to Repair. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than ten business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within 10 days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15

## 12. SERVICES AND UTILITIES.

Landlord shall furnish the following services and utilities to the Premises:

(a) HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings but in any event not less than seven watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or

new transformers or subpanels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) Janitorial. Landlord shall provide janitorial service on five nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

(f) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

13. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

#### 14. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of three (3) days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty 30-day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.



(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

## 15. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 10(d), 11(c) 20 and 21(b), Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 11(c)); provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the default by Landlord ("Landlord Default") is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; or (iv) to terminate this Lease.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING. Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises provided that Tenant obtains Landlord's prior consent, which consent shall be subject to Landlord's sole discretion: provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

## 17. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; and (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building. If Landlord fails to

respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.

(b) End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

## 18. CONDEMNATION.

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

## 19. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act or omission or willful misconduct of Tenant or its employees or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

## 20. INSURANCE.

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$2,000,000; (2) products/completed operations aggregate of \$2,000,000 and (3) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability

and property damage and other casualty policies of Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required.. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverage or policies evidenced by the certificates.

(d) Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

## 21. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of unreserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective 30 days thereafter or (b) deduct from the Basic Rent thereafter accruing hereunder an amount each month equal to the Basic Rent times the percentage of Parking Spaces not so provided times 1.5 but such deduction from Basic Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%). The location of Tenant's parking spaces shall be mutually agreed upon by Landlord and Tenant. Landlord shall use its commercially reasonable efforts to ensure that Tenant shall have the use of all of its duly allocated number of parking spaces throughout the Term of this Lease. Landlord's breach of the immediately preceding sentence as to any number of Tenant's parking spaces for more than seven consecutive days shall constitute a material breach of the Lease.

## 22. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all

applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Indemnity. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES. Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements set forth in Exhibit A hereto.

25. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within 30 days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional 10 days within which to cure such Default.

27. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform to Building standard and with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

### 30. GENERAL

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost,

liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within 10 days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease.

(d) Entire Agreement. This Lease (and all exhibits hereto and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within 10 days after written request is made therefore, together with all necessary information.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(l) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

31. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Administrative Officer of the County or its delegee (the "Chief Administrative Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

### 32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

### (c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may



execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

**33. IRREVOCABLE OFFER.** In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County (if applicable) in reliance on Landlord's agreement to lease the Premises to Tenant under

the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

Jamison Properties, Inc.

dba Doctors Medical Plaza

By: 

Name: Tae Nam

Its: 1st Vice President

TENANT:

COUNTY OF LOS ANGELES

a body politic and corporate

By: \_\_\_\_\_

Name: \_\_\_\_\_

Mayor, Los Angeles County

ATTEST:

Sachi A. Hamai

Executive Officer-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

















Raymond G. Fortner, Jr.  
County Counsel

By: 


Deputy: Amy M. Caves

TN



- 
  
 100% 90% 80% 70% 60% 50% 40% 30% 20% 10% 0%
- Existing Estimation on Network Mail  
 New Mail, not expected to be closed  
 Existing Mail, to be improved  
 Proposed electronic Mail System
- Proposed VCL System  
 Proposed VCL, Addition of Network Mail, and  
 Private Mailboxes
- 
  

  

- Existing Mail, not expected to be closed  
 Existing Mail, to be improved  
 Proposed electronic Mail System
- Proposed VCL System  
 Proposed VCL, Addition of Network Mail, and  
 Private Mailboxes
- 
  

  

- Existing Mail, not expected to be closed  
 Existing Mail, to be improved  
 Proposed electronic Mail System
- Proposed VCL System  
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 Private Mailboxes
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- Existing Mail, not expected to be closed  
 Existing Mail, to be improved  
 Proposed electronic Mail System
- Proposed VCL System  
 Proposed VCL, Addition of Network Mail, and  
 Private Mailboxes

**NOTE: PATCH ALL DEFECTS AND PAINT THE SPRING BRACK**

	COUNTY OF LOS ANGELES <b>CHIEF ADMINISTRATIVE OFFICE</b> REAL ESTATE DIVISION FACILITIES DESIGN		THE DATE:
	220 NORTH HILL STREET LOS ANGELES, CA 90012		12-05
707171, 12-01, 12-05, 12-06, 12-07, 12-08, 12-09, 12-10, 12-11, 12-12, 12-13, 12-14, 12-15, 12-16, 12-17, 12-18, 12-19, 12-20, 12-21, 12-22, 12-23, 12-24, 12-25, 12-26, 12-27, 12-28, 12-29, 12-30, 12-31, 12-32, 12-33, 12-34, 12-35, 12-36, 12-37, 12-38, 12-39, 12-40, 12-41, 12-42, 12-43, 12-44, 12-45, 12-46, 12-47, 12-48, 12-49, 12-50, 12-51, 12-52, 12-53, 12-54, 12-55, 12-56, 12-57, 12-58, 12-59, 12-60, 12-61, 12-62, 12-63, 12-64, 12-65, 12-66, 12-67, 12-68, 12-69, 12-70, 12-71, 12-72, 12-73, 12-74, 12-75, 12-76, 12-77, 12-78, 12-79, 12-80, 12-81, 12-82, 12-83, 12-84, 12-85, 12-86, 12-87, 12-88, 12-89, 12-90, 12-91, 12-92, 12-93, 12-94, 12-95, 12-96, 12-97, 12-98, 12-99, 12-100, 12-101, 12-102, 12-103, 12-104, 12-105, 12-106, 12-107, 12-108, 12-109, 12-110, 12-111, 12-112, 12-113, 12-114, 12-115, 12-116, 12-117, 12-118, 12-119, 12-120, 12-121, 12-122, 12-123, 12-124, 12-125, 12-126, 12-127, 12-128, 12-129, 12-130, 12-131, 12-132, 12-133, 12-134, 12-135, 12-136, 12-137, 12-138, 12-139, 12-140, 12-141, 12-142, 12-143, 12-144, 12-145, 12-146, 12-147, 12-148, 12-149, 12-150, 12-151, 12-152, 12-153, 12-154, 12-155, 12-156, 12-157, 12-158, 12-159, 12-160, 12-161, 12-162, 12-163, 12-164, 12-165, 12-166, 12-167, 12-168, 12-169, 12-170, 12-171, 12-172, 12-173, 12-174, 12-175, 12-176, 12-177, 12-178, 12-179, 12-180, 12-181, 12-182, 12-183, 12-184, 12-185, 12-186, 12-187, 12-188, 12-189, 12-190, 12-191, 12-192, 12-193, 12-194, 12-195, 12-196, 12-197, 12-198, 12-199, 12-200, 12-201, 12-202, 12-203, 12-204, 12-205, 12-206, 12-207, 12-208, 12-209, 12-210, 12-211, 12-212, 12-213, 12-214, 12-215, 12-216, 12-217, 12-218, 12-219, 12-220, 12-221, 12-222, 12-223, 12-224, 12-225, 12-226, 12-227, 12-228, 12-229, 12-230, 12-231, 12-232, 12-233, 12-234, 12-235, 12-236, 12-237, 12-238, 12-239, 12-240, 12-241, 12-242, 12-243, 12-244, 12-245, 12-246, 12-247, 12-248, 12-249, 12-250, 12-251, 12-252, 12-253, 12-254, 12-255, 12-256, 12-257, 12-258, 12-259, 12-260, 12-261, 12-262, 12-263, 12-264, 12-265, 12-266, 12-267, 12-268, 12-269, 12-270, 12-271, 12-272, 12-273, 12-274, 12-275, 12-276, 12-277, 12-278, 12-279, 12-280, 12-281, 12-282, 12-283, 12-284, 12-285, 12-286, 12-287, 12-288, 12-289, 12-290, 12-291, 12-292, 12-293, 12-294, 12-295, 12-296, 12-297, 12-298, 12-299, 12-300, 12-301, 12-302, 12-303, 12-304, 12-305, 12-306, 12-307, 12-308, 12-309, 12-310, 12-311, 12-312, 12-313, 12-314, 12-315, 12-316, 12-317, 12-318, 12-319, 12-320, 12-321, 12-322, 12-323, 12-324, 12-325, 12-326, 12-327, 12-328, 12-329, 12-330, 12-331, 12-332, 12-333, 12-334, 12-335, 12-336, 12-337, 12-338, 12-339, 12-340, 12-341, 12-342, 12-343, 12-344, 12-345, 12-346, 12-347, 12-348, 12-349, 12-350, 12-351, 12-352, 12-353, 12-354, 12-355, 12-356, 12-357, 12-358, 12-359, 12-360, 12-361, 12-362, 12-363, 12-364, 12-365, 12-366, 12-367, 12-368, 12-369, 12-370, 12-371, 12-372, 12-373, 12-374, 12-375, 12-376, 12-377, 12-378, 12-379, 12-380, 12-381, 12-382, 12-383, 12-384, 12-385, 12-386, 12-387, 12-388, 12-389, 12-390, 12-391, 12-392, 12-393, 12-394, 12-395, 12-396, 12-397, 12-398, 12-399, 12-400, 12-401, 12-402, 12-403, 12-404, 12-405, 12-406, 12-407, 12-408, 12-409, 12-410, 12-411, 12-412, 12-413, 12-414, 12-415, 12-416, 12-417, 12-418, 12-419, 12-420, 12-421, 12-422, 12-423, 12-424, 12-425, 12-426, 12-427, 12-428, 12-429, 12-430, 12-431, 12-432, 12-433, 12-434, 12-435, 12-436, 12-437, 12-438, 12-439, 12-440, 12-441, 12-442, 12-443, 12-444, 12-445, 12-446, 12-447, 12-448, 12-449, 12-450, 12-451, 12-452, 12-453, 12-454, 12-455, 12-456, 12-457, 12-458, 12-459, 12-460, 12-461, 12-462, 12-463, 12-464, 12-465, 12-466, 12-467, 12-468, 12-469, 12-470, 12-471, 12-472, 12-473, 12-474, 12-475, 12-476, 12-477, 12-478, 12-479, 12-480, 12-481, 12-482, 12-483, 12-484, 12-485, 12-486, 12-487, 12-488, 12-489, 12-490, 12-491, 12-492, 12-493, 12-494, 12-495, 12-496, 12-497, 12-498, 12-499, 12-500, 12-501, 12-502, 12-503			


1007th, 124th Street, Jamaica, N.Y.



- ELECTRICAL INSULATION NOTES**
1. PROVIDE ONE CANNOT FOR E-ENTRY (I) CONTINUING AT ENCLOSED OFFICES
2. PROVIDE ONE CANNOT FOR E-ENTRY (I) OUTLET(S) AT ENCLOSED OFFICES
3. PROVIDE ONE DEPLICATED CANNOT FOR E-ENTRY (I) NETWORK PORT(S)
4. PROVIDE ONE DEPLICATED CANNOT FOR E-ENTRY (I) CANNOT CANNOT TO PROVIDE NEUTRAL CONNECTION OR OUTLET
5. ELECTRICAL CONDUCTIONS IS RESPONSIBLE TO TERMINATE AND TEST ELECTRICAL ALL ISOLATION CABLES, PROVIDED MAXIMUM

- CARD REQUEST—**
- ☒ PRIMARY COLOR, PLAIN PAINT  
TO BE DETACHED
- ☒ ACCENT COLOR, PLAIN PAINT  
TO BE DETACHED
- ☒ ACCENT COLOR, PLAIN PAINT  
TO BE DETACHED

[illegible]

APPROVAL DATE 2-28-76	REVISIONS BY L.V.C.	PROJECT NO. A-1
DESIGNER L.V.C.	DRAWN BY L.V.C.	CHECKED BY L.V.C.
DATE 2-28-76	SHEET NO. A-1	OF SHEETS A
COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH MISS BALBOA AVENUE GARDENA HILLS CA 91044		
		
COUNTY OF LOS ANGELES CHIEF ADMINISTRATIVE OFFICE REAL ESTATE DIVISION FACILITIES DESIGN 222 SOUTH HILL STREET - LOAN ANGELS, CA 90001		
P.L.D.	T.O.S.	A-1 A

**EXHIBIT A**

**OUTLINE SPECIFICATIONS-  
TENANT IMPROVEMENTS  
for**

**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH**

**10515 Balboa Blvd.  
2<sup>nd</sup> and 3<sup>rd</sup> Floors  
Granada Hills, CA. 91344**



**Los Angeles County  
CHIEF ADMINISTRATIVE OFFICE  
Real Estate Division  
Facilities Space Design**

**222 South Hill Street  
Los Angeles, California 90012**

**Contact: EFRAIN ESCALANTE**

**Tel: 213.974-4231**

**Fax: 213.217-4968**

**02/16/06**

**FILE NO. 12-05**

**FILE NAME: MENTAL HEALTH/10515 BALBOA BLVD/OUTLINE SPECS**

TW

**DIVISION 1 – GENERAL REQUIREMENTS:**

1. The Lessor shall provide tenant improvements as described herein to provide a “turn-key” space for the County of Los Angeles, Department of Mental Health.
2. The Lessor and his Architect shall consider the following Preliminary Drawings, and Outline Specifications prepared by the County of Los Angeles, Chief Administrative Office-Real Estate Division, as showing the County’s functional utilization of space and general requirements of materials and quality of workmanship. The Outline Specifications and Preliminary Drawings are not definitive as to absolve the Lessor and his Architect and General Contractor from addressing any and all governing code requirements.
3. Scope of work shall include all labor, materials, supplies, equipment, services, specialties, transportation, and the cost thereof, required to complete tenant improvements for said project.
4. Tenant improvements shall conform to the requirements of all governing building, plumbing, mechanical, and electrical codes, and any and all other applicable requirements including State of California Administrative Code and The Americans with Disabilities Act. The Lessor shall be responsible for obtaining all necessary permits.
5. The Lessor shall submit a bid for the construction of the tenant improvements to the County for its review prior to award of contract. The bid shall include an itemized list of all materials and labor and shall include all additional costs including A&E fees, permits, contractor’s profit and overhead, and project management fees.
6. Upon award of the construction contract, said premises shall be turned over to the successful licensed Contractor who shall be fully responsible for the project until the work is complete and has been accepted by the Lessor and approved by the County.
7. If the existing building substantially contains materials, fixtures and equipment or other items that are in reasonably good condition to provide trouble-free service for the term of the lease (including roofing and air-conditioning etc.), those materials, fixtures, and equipment will be deemed acceptable by the County.
8. The Contractor shall repair or replace all missing, worn, or damaged construction equipment. Match existing or new construction, as applicable.
9. Upon completion of construction, Contractor shall wash all windows, sweep, wash and/or polish all floors, and vacuum and shampoo all carpeting. Contractor shall remove all trash and debris from the project site.
10. Submittals (Also see Division 12 below):
  - A. Construction Drawings: Submit three copies of building department submittal set to County for review and approval. Submit four copies of permit set prior to start of construction.
  - B. Shop Drawings and Material Submittals: Submit cabinet shop drawings to County for approval prior to fabrication.

- C. As-Built: Upon completion of project, submit one set of revised/updated contract documents on an electronic drawing file in a CD Laser disk format.
- D. Permits: Upon completion of project, submit copies of all permits, inspection cards, and certificates of occupancy.

**DIVISION 2 – SITE WORK:**

- 1. Provide parking as required in lease documents. Comply with all accessibility requirements of the California Administrative Code, the Americans with Disabilities Act, and the local governing jurisdiction.
- 2. Provide adequate lighting in parking garage (average lumen 2 foot-candles minimum throughout).

**DIVISION 3 – CONCRETE:**

(No specific requirements)

**DIVISION 4 – MASONRY:**

(No specific requirements)

**DIVISION 5 – METALS:**

(No specific requirements)

**DIVISION 6 – WOOD AND PLASTICS:**

- **Architectural Woodwork:**

All cabinetry and millwork shall conform to the requirements of the Woodwork Institute of California (W.I.C.), "Custom" grade, flush overlay construction.

- A. Countertops shall be plastic laminate-facing with self-edge.
- B. All cabinetry and millwork shall comply with accessibility requirements of the California Administrative Code and the Americans with Disabilities Act.
- C. Submit shop drawings to County for approval prior to fabrication.
- D. Provide cabinetry at locations shown on Preliminary Drawings:
  - ADA height at desk sections of counters and at locations shown on Drawings.
  - Base cabinets shall be provided with locks
  - Reception Area: 24" deep countertop with fix glass window, and pass thru openings



- Lunch Room: 24" deep laminated base cabinets and 12" deep overhead cabinets.
- Copy Room: 24" deep laminate base cabinets with door locks, with counter at 36" ht. and 12" deep wall cabinets.

#### DIVISION 7 – THERMAL AND MOISTURE PROTECTION:

1. New interior walls shall be sound-insulated; provide additional sound blanket at ceiling above wall at Copy Room and MCR Room.

#### DIVISION 8 – DOORS, WINDOWS AND GLAZING:

##### 1. Doors:

- A. New interior doors shall be solid-core; match building standard finish, Re-use existing doors, door frames and hardware that are in present good condition from existing location to new location shown on preliminary plans, all existing relocated doors and door frames shall be sanded and painted, lessor architect to create a door schedule of existing doors with proper door swing.
- B. New door and window frames shall be hollow-metal, shop-primed; paint existing frames to match new.
- C. Provide fire-rated assemblies, as required by code.
- D. Provide floor-mounted doorstops, throughout, new and existing doors.
- E. Levers and locks shall be "Heavy-Duty Commercial" type, Schlage "D" series minimum, "Sparta" or approved equal; match building standard finish.
- F. Provide panic hardware, as required by code.
- G. Provide door locks at locations shown on Preliminary Drawing; keying schedule to be provided by County.
- H. Provide access control keypads at locations indicated by County; see plans and specifications prepared by County Internal Services Department, Information Technology Service.
- I. Doors and door hardware shall comply with the accessibility requirements of the California Administrative Code and the Americans with Disabilities Act.
- J. Provide kickplates at all corridor doors; finish to match applicable hardware.
- K. Provide viewports (1) site entrance doors, door between Reception and staff areas
- L. Fix existing window film, and County seal.

## DIVISION 9 – FINISHES:

Note: New finishes throughout unless otherwise noted.

### 1. Carpet:

- A. Install new carpet throughout office suite, unless otherwise shown on Preliminary Drawings.
- B. Carpet shall be from building standard selections provided by Lessor; glue-down installation. Color selection by the County of Los Angeles.

### 2. Vinyl Tile:

- A. Install vinyl tile at Lunch Room, Copy Room, Mail Room, and File Room, as applicable.
- B. Install anti-static vinyl tile in Communications Room (MCR room).
- C. Provide accent tile in Lunch Room.
- C. Specify Armstrong "Excelon Premium" or an approved equal.
- D. Existing waiting area at 3<sup>rd</sup>. floor refinish existing hard wood floors.

### 3. Topset Base:

- Install 4" vinyl topset base at all new and existing walls, and cabinet bases, Burke or equal.

### 4. Paint:

- A. Paint all new and existing interior spaces including, but not limited to walls, ceilings, doors, and trim. Provide one primer coat and two finish coats.
- B. Provide one base color and two accent colors:
  - Office areas: eggshell finish.
  - Lunch Room: semi-gloss.
- C. Specify Frazee paint, or approved equal.

### 5. Ceilings:

- Replace existing damaged, stained or missing ceiling tiles as required, match existing; repair/replace damaged suspension system as required and moldings, if applicable.

### 6. Window Coverings:

- Install new blinds at exterior windows, building standard style and finish. Submit color specs to County for approval.

#### DIVISION 10 – SPECIALTIES:

1. Signage:

- A. Provide and install all necessary or required emergency evacuation, occupant load, disability, and toilet room signs.
- B. Provide signage on building exterior and building entrance doors; text to be provided by County.

#### DIVISION 11 – EQUIPMENT:

- Lessee shall provide the appliances listed below and Lessor shall install them at Lunch Room:

- One (1) 22 c.f. refrigerators with icemaker
- One (1) mid-size microwave oven

Lessor shall provide and install at Lunch Room One (1) garbage disposal (3/4 hp).

#### DIVISION 12 – FURNISHINGS:

- 1. Lessor shall not be responsible for the purchase of furniture for said project, including but not limited to furniture systems, casegoods, seating, lateral files, and storage cabinets.
- 2. Lessor's architect shall be responsible for the design and coordination of all consultants design and engineering, and implement design criteria's required for the development of construction documents.
- 3. Lessor's general contractor shall be responsible for coordination of furniture installation, including scheduling, and coordination with dealer/vendor regarding exact locations of power infeeds (base, wall, column and ceiling entries, etc.)
- 4. Furniture vendor shall field verify critical overall building dimensions relative to proper specifications of case goods furniture and coordinate with lessor's Architect relative to critical dimensions in tenant improvements.
- 5. The furniture manufacturer/dealer shall field verify existing building conditions; coordinate all electrical and voice/data outlet requirements and locations with Nelson Chan, County Telecommunications Engineer, (562) 477-3928, and prepare a complete installation drawing.

#### DIVISION 13 – SPECIAL CONSTRUCTION:

(No specific requirements).

#### DIVISION 14 – CONVEYING SYSTEMS:

(No specific requirements).

#### DIVISION 15 – MECHANICAL SYSTEMS:

1. Plumbing:

Lunchroom: Double compartment, stainless steel sink, single-lever control, with "Insta-Hot" water heater.

2. Heating, Ventilating and Air Conditioning System:

Heating, ventilating, and air conditioning system shall accommodate the new occupancy. All rooms and areas shall have supply and return air. Thermostats shall have automatic change-over feature, (no manual switching from heating to cooling cycles), with metal, tamper-proof covers. Design for the following:

Summer: Outside air 98 degrees D.B., 71 degrees W.B.  
Inside space conditions 78 degrees D.B.  
50% relative humidity

Winter: Outside air 33 degrees D.B.  
Inside space conditions 68 degrees D.B.

Balance HVAC system after occupancy. Provide HVAC Air Balance Report to County for verification and record.

Communications Room shall have separate 24-hour system; see plan prepared by County of Los Angeles, Internal Services Department, Information Technology Service. A/C unit and drain lines for condensation shall not be installed directly above MCR equipment racks

3. Fire Protection:

- A. Provide and install fire sprinkler and alarm system as required by governing jurisdiction.
- B. Provide and install all fire extinguishers as required by local fire marshal, and at lunch room.

DIVISION 16 – ELECTRICAL:

1. Electrical:

- A. Provide convenience outlets at locations shown on Preliminary Drawings. Locate electrical and data outlets to centerline of desk bridge at 36" above f.f. in offices with freestanding desks (all electrical outlets shall be easy to access).
- B. Provide special-use outlets for printers, copiers, refrigerators, garbage disposals, microwave ovens, and other uses as provided by County.
- C. Power requirements for case good furniture shall be: one dedicated circuit for every (2) computers, one circuit for every (6) electrical outlets for task light, one circuit for every (6) electrical outlets for convenient use. Power shall be the same for enclosed offices. Verify electrical panel amps requirements for above electrical loads.

- D. Provide one dedicated circuit for every (2) network printers.
- E. Provide nema configuration electrical outlet for specific equipment, County of LA will provide outlet specs configuration.
- F. Specify Leviton Decora Industrial Grade electrical receptacles, and Leviton Decora Commercial Grade switches, wall plates, voice, data, and video devices; Color: off white.
- G. Provide flex or EMT conduit at wall as required for electrical at all locations of desks and reception area and copier room, see telecommunication plans for size and locations.

2. Lighting:

- A. Lighting shall accommodate the new occupancy. Design for 60 footcandles (2 watts/square foot maximum) at 30" above finish floor for all areas excluding halls and restrooms.
- B. Replace damaged prismatic with parabolic louvers. Replace all inoperable light fixtures and inoperable ballasts.
- C. Provide emergency exit lighting system as required by governing jurisdiction.

3. Telecommunications:

- A. Provide and install conduits and equipment as required by the County of Los Angeles for voice/data, intercom, public address, intrusion alarm, security, and computer network systems.
- B. Plans and specifications prepared by the County of Los Angeles, Internal Services Department, Information Technology Services (ITS), shall be included as part of the work.
- C. For additional information, contact Nelson Chan: (562) 477-3928; or (213) 974-4237.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, WITH A SITUS ADDRESS OF 10515 BALBOA BLVD, GRANADA HILLS CA 91344-6343 CURRENTLY OWNED BY JAMISON PROPERTIES INC HAVING A TAX ASSESSOR NUMBER OF 2695-009-027 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS \*TR=29397 AND DESCRIBED IN DOCUMENT NUMBER 1570554 DATED 07/10/2002 AND RECORDED 07/10/2002.

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated \_\_\_\_\_, 200\_, between County of Los Angeles, a body politic and corporate ("Tenant"), and Jamison Properties Services, Inc., a California Corporation dba Doctor's Medical Plaza ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 10515 Balboa Boulevard, Granada Hills, CA ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- (4) The Premises contain 4,403 rentable square feet of space; and
- (5) Basic Rent Per Month is \$10,126.90.

IN WITNESS WHEREOF, this Memorandum is executed this \_\_\_\_ day of \_\_\_\_\_, 200\_.

"Tenant"	"Landlord"
COUNTY OF LOS ANGELES, a body politic and corporate	<u>Jamison Services, Inc.,</u> dba <u>Doctors Medical Plaza</u>
By: _____ Name: _____ Its: _____	By: _____ Name: _____ Its: _____

## EXHIBIT D

### HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.



## EXHIBIT E

### CLEANING AND MAINTENANCE SCHEDULE

#### 1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Graffiti expunged as needed within ten working days after notice by Tenant.
- K. Floors washed as needed.

#### 2. WEEKLY

- A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
- B. Window sills, ledges and wood paneling and molding dusted.

#### 3. MONTHLY

- A. Floors washed in uncarpeted office area.
- B. High-reach areas, door frames and tops of partitions dusted.
- C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
- D. Picture moldings and frames dusted.
- E. Wall vents and ceiling vents vacuumed.
- F. Carpet professionally spot cleaned as required to remove stains.
- G. HVAC chiller water checked for bacteria, water conditioned as necessary.

#### 4. QUARTERLY

- A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
- C. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
- D. HVAC units serviced for preventative maintenance purposes, all filters changed.

#### 5. SEMI-ANNUALLY

- A. Windows washed as required inside and outside as deemed appropriate by Landlord.
- B. All painted wall and door surfaces washed and stains removed.
- C. All walls treated with vinyl covering washed and stains removed.

7. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year]; (ii) moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

NOTIFICATION  
C/O

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